

REMARKS

The claims remaining in the present application are Claims 28-46. Claims 28-46 have been added. Claims 1, 3-16, 18-23, and 25-27, have been cancelled, without prejudice. No new matter has been added as a result of these amendments.

EXAMINER INTERVIEW REQUEST

Applicants respectfully request an Examiner interview regarding this response prior to the Examiner's preparing the next Office Action.

DRAWINGS

Applicants have submitted formal drawings along with this response.

35 U.S.C. §103

Claims 1, 6-14, 22, 26-27 stand rejected under 35 U.S.C. §103 as being anticipated by "Inside the Cisco Website" (hereinafter, the Cisco reference). The rejection is moot in light of the cancellation to the claims, without prejudice.

Claims 3-5, 16, 23 and 25 are rejected under 35 U.S.C. §103 as unpatentable over Cisco in view of Mitra, Published U.S. Patent Application No. 2001/0014878 (hereinafter Mitra). The rejection is moot in light of the cancellation to the claims, without prejudice.

Claims 18 is rejected under 35 U.S.C. §103 as unpatentable over Cisco in view of "XML 1.0 WC3." The rejection is moot in light of the cancellation to claim 18, without prejudice.

Claims 19-21 are rejected under 35 U.S.C. §103 as unpatentable over Cisco in view of Hensen, U.S. Patent Application 6,167,383. The rejection is moot in light of the cancellation to the claims, without prejudice.

NEW CLAIMS

Claims 28-46 have been added. Support for claims 28-30, 38-41 and 43-45 may be found in the instant specification at least at page 13, line 11 - page 19 line 21. Support for claims 31-33, 42 and 46 may be found in the instant specification at least at page 18, lines 8-15. Support for claim 34 may be found in the instant specification at least at page 12, line 6-20. Support for claims 35-37 may be found in the instant specification at least at page 15, lines 14-page 17, line 11.

Claim 28 recites limitations of, "accepting an approval for the order regardless of whether said order is still a valid configuration if less than a pre-determined period of time has expired between said receiving the

order and said approval for the order.” Applicants respectfully assert that the prior art fails to teach or suggest these limitations.

The Applicants have claimed, in combination with the above limitations, a sequence of steps reciting limitations of when re-validation of product configuration is performed and when it is deliberately skipped. The Cisco reference fails to teach or suggest limitations of Claim 28. Applicants respectfully assert that the Cisco reference fails to explicitly teach the claimed sequence of when re-validation of product configuration is performed and when it is deliberately skipped.

Moreover, the Cisco reference teaches that re-validation of product configuration is a required with saved configurations in the ordering process. Thus, the Cisco reference *teaches away* from the limitations of Claim 28. For example, at the Cisco reference on page 2, 4th interrogatory, the Cisco reference discloses configurations can be saved and called back up. Cisco teaches that when working with saved configurations, “[t]hen you just have to final check to make sure it’s still a valid order. Things changes so quickly, and we may obsolete certain software that you have today, so that you still need to revalidate each order.”

In contrast, Claim 28 recites that re-validation is not performed in a situation in which a saved configuration is implicitly being used. For example, 28 recites “the first valid product configuration,” which implies

that a configuration is being saved in connection with the order. The “accepting an approval for the order” implicitly is connected to this saved configuration via the order. Applicants respectfully assert that the Cisco reference teaches away from accepting an approval for the order regardless of whether said order is still a valid configuration, as claimed.

Moreover, the claimed accepting an approval for the order regardless of whether said order is still a valid configuration is counter to conventional wisdom and non-intuitive. Applicants further respectfully assert that the claimed process of Claim 28 results in new and unexpected result. The process of Claim 28 can avoid delays and possible endless loops. For example, in accordance with the claimed limitations of Claim 28, an order might be validly configured, then approved, then invalidated due to changes in configuration rules, and then reconfigured. No more approval is needed, which avoids delays and possible endless loops.

In contrast, the Cisco reference teaches a process that can suffer delays and possible endless loops. For example, the Cisco reference teaches re-validation when working with saved configurations, which suggests the following scenario. An order could be validly configured and saved, then approved, then invalidated due to changes in configuration rules (possibly invalidated when approved which further complicates the process), then reconfigured, then re-approved, then invalidated again, etc. Thus, either

delays or endless loops can form in accordance with the teaches in the Cisco reference.

Further, the claimed accepting an approval for the order regardless of whether said order is still a valid configuration changes the process as compared to the prior art process. For example, the re-validation step that the Cisco reference teaches when working with saved configurations could result in a validation failure and thus the process would handle this condition. By reciting accepting an approval for the order regardless of whether said order is still a valid configuration, an order that would have failed for a technical reason can past the approval stage. Later the order configuration can be corrected by an individual more suited handle this technical issue than the order approver. Applicants have claimed this result in the steps, “after said determining, receiving a second valid product configuration that complies with said rules with said changes; and maintaining said acceptance of said approval after said receiving the second valid product configuration, wherein processing of said order is completed based on said approval that was received prior to said receiving said second valid configuration.”

Applicants further assert that the Cisco reference does not teach that the re-validating is conditionally performed based on how much time has expired between receiving said electronically placed order and said accepting said approval for said order. For example, the Cisco reference

states on page 4 that if there are no problems with the order it is “booked,” which can happen within 15 minutes of an order being placed. While a time period is mentioned in the reference, Applicants note that the reference in no way teaches conditioning whether or not a re-validation test is performed based on any time interval, much less the claimed time interval between receiving an electronically placed order and approval for said order.

Applicants have reviewed remaining cited references and respectfully assert that these references do not remedy the deficiencies in the Cisco reference. For example, Applicants note that the Cisco reference teaches away from combining any other reference with the Cisco reference to arrive at the claim limitations of “accepting an approval for the order regardless of whether said order is still a valid configuration” in that the Cisco reference expressly teaches away from any such combination. For example, the Cisco reference teaches on page 2, 4th interrogatory that orders need to be re-validated because things change so quickly. Thus, the Cisco reference actually teaches away from any such combination. Therefore, Claim 28 is respectfully believed to be allowable over the prior art.

Independent Claims 39 and 43 comprise similar limitations to those discussed in the response to Claim 28. Therefore, Applicants respectfully submit that Claims 39 and 43 are allowable.


Claims 29-38, 40-42 and 44-46 are respectfully believed to be allowable by virtue of their dependency on Claims 28, 39 and 43.

CONCLUSION

Based on the arguments and amendments presented above, it is respectfully submitted that Claims 29-46 overcome the rejections of record. Therefore, allowance of Claims 29-46 is respectfully solicited.

Applicants respectfully request the Examiner to contact the Applicants' undersigned representative at the below listed telephone number to arraigned a telephonic Examiner interview regarding this response.

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Respectfully submitted,
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